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Purchased by	:	ACS DESIGN CONSULTING PVT LTD BANGALORE
Description of Document	:	Article 12 Bond
Description	:	PERFORMANCE SECURITY
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ACS DESIGN CONSULTING PVT LTD BANGALORE
Second Party	:	EXECUTIVE ENGINEER PROJECT RR NAGAR BBMP
Stamp Duty Paid By	:	ACS DESIGN CONSULTING PVT LTD BANGALORE
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

For SPANDANA CREDIT SOUHARDA SAHAKARI NIYAMITHA

Authorised Signatory

Please write or type below this line

CONTRACT FOR CONSULTING SERVICES

Agreement No: EE/RRN(Proj)/AGR/15 /2021-22 Dated:09.07.2021

This Contract is entered into on the **Nineth day of July-2021 (09.07.2021)** Between The **Executive Engineer– Project Division Rajarajeshwarinagra Zone, 2nd floor BBMP Office,Neharu road BEML 3rd stage, Bengaluru-560098**

For ACS Design Consulting Pvt. Ltd.

Contractor

Executive Engineer (Project)
Bruhat Bangalore Mahanagar Palike
Rajarajeshwari Nagar Zone
EE(P)

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid
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3. In case of any discrepancy please inform the Competent Authority

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And

DODDARANGAPPA RANGASWAMY SATHISH (ACS Design Consulting Pvt Ltd.)
1150, "ARNAV" 4TH Floor, 13th Cross, 1st Stage, 1st Phase, Behind Siddaganga Public School, Chandra Layout, Bangalore-72

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and WHEREAS, the Consultant is willing to perform these services, **"Providing Consultancy Services for Preparation Detailed Project Report including Design, Drawing and Estimate with BOQ for the Work of Construction of Rajarajeshwari School (Kalpana Road), Building in ward No.17 J.P.Park" Contract period is (45 Days)** has submitted the Performance Guarantee amount Through **Deposit Receipt** for an amount of **Rs.27,000/- BG No:-33842I4L0001121 Dated:-09.07.2021** from the **Union Bank**, Chandra Layout, Bangalore, Which is Valid up to 10-01-2022

Sl. No.	Description of the Work	Estimated Cost in Lakhs
1	**"Providing Consultancy Services for Preparation Detailed Project Report including Design, Drawing and Estimate with BOQ for the Work of Construction of Rajarajeshwari School (Kalpana Road), Building in ward No.17 J.P.Park''**	990.00

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services:**
   (i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
   (ii) The Consultant shall provide the personnel listed in Attachment B, "Consultant's Personnel" to perform the Services.
   (iii The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. **Term:**
   The Consultant shall perform the Services during the period commencing 09.07.2021 and continuing through the completion of the construction work or any other period as may be subsequently agreed by the parties in writing.

3. **Payment:**
   A. Ceiling
   For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs.9,00,000/- (Rupees Nine Lakhs only)** This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

   B. Schedule of Payments
   The Schedule of payments shall be as under:
   (i) 20% of Contract Price: On entering into Agreement.
   (ii) 40% of Contract Price: On Submission of Estimate & Draft Report.
   (iii) 20% of Contract Price: On Submission of Drawings & Detailed Project Report.
   (iv) 20% of Contract Price: After Technical Sanction of Submitted Estimates

   Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

   C Payment Conditions:
   Payment shall be made in Indian Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. **Contract Administration:**
   A. Coordinator:

Executive Engineer (Project)
Bruhat Bangalore Mahanagar Palike
Rajarajeshwari Nagar Zone

EE(P)

For ACS Design Consulting Pvt. Ltd.

Director

Contractor

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Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports:

The Reports listed in Attachment C, "Consultant's Reporting Obligations" shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 3.

5. **Performance Standards:**

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality:**

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Material:**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. **Consultants not to be engaged in certain activities:**

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services(other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance:**

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of , or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. **Assignment:**

The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. **Law governing the Contract:**

The contract shall be governed by the Laws of India.

12. **Indemnify the Client:**

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. **Taxes:**

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.

For the Client

Signed By:

Executive Engineer (Project)
Bruhat Bangalore Mahanagar Palike
Rajarajeshwari Nagar Zone

The Consultant

For ACS Design Consulting Pvt. Ltd.

Signed By:

Director

Contractor

EE(P)

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Name and Designation

Date:
Place:

Name:

Date:
Place:

List of Attachments to the Contract:

Attachment A: Description of Services

Attachment B: Consultant's Reporting Obligations

APPENDICES

Appendix A: Description of the Services

The Consultant shall carry out the Scope of Services as per the Requirements detailed in "Terms of Reference" issued by the Client.

Appendix B: Consultant's Reporting Obligations

Sl. No.	Description	Time Schedule	No. of Copies
1.	Inception Report	Within 7days	3
2.	Draft Report & Estimates	30 Days from Enter the Agreement	3
3.	Final Report	45 days on Enter the Agreement	3

For ACS Design Consulting Pvt. Ltd.

Director

Executive Engineer (Project)
Bruhat Bangalore Mahanagar Palike
Rajarajeshwari Nagar Zone

For ACS Design Consulting Pvt. Ltd.

Contractor Director

EE(P)

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